

Lower Connecticut River Valley Council of Governments

Section 88-1 of the Ordinance of the Town of East Hampton is hereby repealed and a new Section 88-1 is hereby substituted therefor as follows:

88-1 Participation in Lower CT River Valley Council of Governments

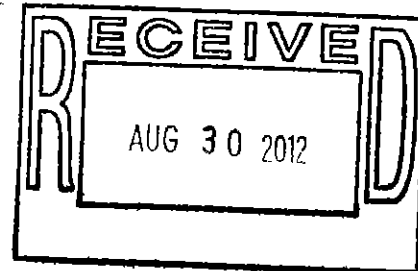
The Town of East Hampton adopts the provisions of Sections 4-124i through 4-124p, inclusive, of the Connecticut General Statutes, and joins in the creation of the Lower Connecticut River Valley Council of Governments. The representative of the Town of East Hampton on said Lower Connecticut River Valley Council of Governments shall be the Chairperson of the Town Council, provided said Chairperson may designate the Town Manager to be the Town's representative. In the absence of said Chairperson or Town Manager (if so designated), the Vice Chairperson of the Town Council shall be the Town's representative.

TOWN COUNCIL

Susan Weintraub, Chairperson
Glenn Suprono, Vice Chairman
Kyle Dostaler
Ted Hintz, Jr.
Derek Johnson
Barbara Moore
George Pfaffenbach

This ordinance shall take effect 20 days after publication.

Adopted:
Publication:
Effective:



TOWN OF EAST HAMPTON, CONNECTICUT
ASSESSMENT DEFERRAL PROGRAM APPLICATION

I. Applicant Information

- A. Property Address: 201 West High St
Map 12 Block 36 Lot 3 Lot 1
- B. Owner: West High Enterprises LLC
- C. Nature of owner's interest in the property (i.e., sole owner, 50% share-holder, etc.): 100%
- D. Name, mailing address and phone number of person to contact concerning application (i.e. owner or authorized agent):
Name: WYNNE RYAN
Address: 244 Middletown Ave
East Hampton, CT 06424

II. Rehabilitation/New Construction

- A. Expected date of commencement: June 6 2012 ph 1A.
- B. Expected date of completion: MARCH 1 2013
- C. Type of Rehabilitation or Construction (specify):
Retail Building 7680 SF.
- D. Property Use (please list all proposed uses)
Retail 7680 SF

E. Square Footage of New Construction 7680
F. Approximate Cost of Proposed Construction \$ 275,000

III. Current Assessed Value of Property

Land 197,840
Building(s) _____
(If more than one, list
assessment on each and check
building(s) to be improved)

IV. Other Tax Subsidies

A. Are you receiving abatement or deferral of tax increases
for the subject property under any other program? () Yes ☒ No

If so, describe: _____

V. Sworn Statement

I certify that all information in this application, and all
information furnished in support of this application, is true
and complete to the best of my knowledge and belief.

[Signature]
Signature (Property Owner)

8/30/12
Date

Subscribed and sworn to me this 30th day of August 2012.

Daphne C. Schaub
Name and Title: Clerk or Commissioner
of the Superior Court, Notary Public,
Justice of the Peace, Judge

Daphne C. Schaub
Signature

My Commission Expires: 7/31/12

EAST HAMPTON, CONNECTICUT

ASSESSMENT DEFERRAL PROGRAM

ASSESSMENT DEFERRAL AGENT AUTHORIZATION FORM

I hereby authorize:

Name

WAYNE RICH

Address

244 Wobles Town Ave

East Hampton, CT

to complete and file any necessary forms and documents necessary
for Assessment Deferral for the property located at

201 West High St

of which I am the owner. I understand that by doing this, I am
taking responsibility for all statements made by the agent in my
behalf.

Property Owner

West High St Enterprise

Date

8/24/12

Signature

[Signature]

EAST HAMPTON, CONNECTICUT
ASSESSMENT DEFERRAL PROGRAM

NOTORIZED STATEMENT ON EAST HAMPTON PROPERTY TAXES

I solemnly swear or affirm, with knowledge of the penalties for perjury and false statement, that the property located at

201 West High St East Hampton, CT.
(address of subject property)

or any other East Hampton property in which I have a legal, financial, or equitable interest is not in any tax or legally assessed fee arrears.

[Signature]
Signature (Property Owner)

8/30/12
Date

Subscribed and sworn by me this 30th day of August, 2012.

Daphne C. Schaub
Name and Title: Clerk or
Commissioner of the Superior
Court, Notary Public, Justice
of the Peace, or Judge

Daphne C. Schaub
Signature
My Commission Expires: 7/31/17

Note: Subsequent revelation of false statement shall result in the immediate revocation of any agreement and the payment of all taxes abated to the date of the agreement.

EAST HAMPTON, CONNECTICUT
ASSESSMENT DEFERRAL PROGRAM

ASSESSMENT DEFERRAL REVIEW: BUILDING/ZONING

PROPERTY ADDRESS: 201 West High Street
MAP 12 BLOCK 36 LOT 3-1

PROPERTY OWNER: West High Enterprises LLC

DATE RECEIVED: P4Z App: 2/21/12 Deferral App: 6/28/12 + 8/30/12

1. Zoning Compliance Review 5/2/12

2. Code Infraction Verification 5/2/12

3. Building Plans Review 6/6/12

4. Rehabilitation and/or Construction Cost Estimates 6/6/12

Per Building Permit Estimates: \$180,000
(Figure does not include Plumbing, Electrical, & HVAC)
Estimated Value of Total Bldg. - \$275,000.

I have reviewed the proposed project and find it and required supporting materials in compliance with the Criteria for Eligibility as set forth in the approved Resolution and Establishment of Criteria.

[Signature]
Authorized Signature

8/30/12
Date

EAST HAMPTON, CONNECTICUT

ASSESSMENT DEFERRAL PROGRAM

ASSESSMENT DEFERRAL REVIEW: ASSESSOR

Property Address: _____

Map _____ Block _____ Lot _____

Property Owner: _____

Date Received: . _____

1. Assessment prior to rehabilitation and/or new construction:
\$ _____

2. Anticipated post-rehabilitation and/or new construction
assessment:
\$ _____

3. Explanation of Increase: _____

4. Change in assessment caused by rehabilitation:

Amount: _____ Percentage: _____

() Approved; anticipated increase in assessment of
rehabilitation, additions/or new construction is 35% or more.

() Rejected; anticipated assessment increase is less than 35%.

() Approved; cost of new construction is in excess of \$150,000.

() Rejected; cost of new construction is less than \$150,000.

Authorized Signature

Date

EXHIBIT C

EAST HAMPTON, CONNECTICUT

ASSESSMENT DEFERRAL PROGRAM

ASSESSMENT DEFERRAL NOTICE
(12-65 C-F)

PROPERTY ADDRESS: _____

Map _____ Block _____ Lot _____

OWNER: _____

ASSESSMENT BEFORE REHABILITATION: \$ _____

ASSESSMENT AFTER REHABILITATION: \$ _____

ASSESSMENT INCREASE CAUSED BY REHABILITATION \$ _____

<u>DEFERRAL SCHEDULE</u>	<u>YEAR</u>	<u>ASSESSMENT</u>
YEAR 1 (0% OF INCREASE)	_____	_____
YEAR 2 (20% OF INCREASE)	_____	_____
YEAR 3 (40% OF INCREASE)	_____	_____
YEAR 4 (60% OF INCREASE)	_____	_____
YEAR 5 (80% OF INCREASE)	_____	_____
YEAR 6 (100% OF INCREASE)	_____	_____

NOTE: In the event of a general revaluation in any year following the commencement of the assessment deferral, the property assessment shall shift accordingly and the deferred assessment shall be increased or decreased in proportion to the increase or decrease in the total assessment on such property as a result of such general revaluation.

Town of East Hampton
Water Pollution Control Authority
P.O. Box 218, 20 Gildersleeve Drive
East Hampton, Connecticut 06424-0218
Telephone (860) 267-2536, FAX (860) 267-9913

TO: Michael Maniscalco, Town Manager

XC: Jeff Jylkka, Finance Director

DATE: August 6, 2012 REVISED August 21, 2012

FROM: V. F. Susco, Jr. Public Utilities Administrator

RE: Chatham Historical Society
Water Main Extension & Sewer Connection at Bevin Blvd.

You have requested a cost estimate for a possible water main extension to serve the Chatham Historical Society building located on Bevin Boulevard. This cost estimate for the 260 foot extension is as follows:

Please remember this is an estimate and should the project move forward the final cost of the project will depend upon bids received for construction.

- Engineering Design inc. construction inspection: \$ 9,500.00
(See Geolnsight proposal of August 6, 2012)
- Water Main Material/Installation/rock/pavement: \$ 32,500.00
(Based upon \$125.00/ft subject to bidding)
- "1 Service Connection w/5/8"meter installation: \$ 1,500.00
- Water Connection Assessment @ 1EMU \$ 1,250.00
- Contingency: \$ 1,500.00
- Total: \$ 46,250.00

As a result of the August 14, 2012 Town Council meeting additional information was requested.

The cost to connect the property to the sanitary sewer system is estimated as follows:

- 6" Gravity Sewer lateral, material & installation \$ 7,500.00
(Based upon \$125.00/ft)
- Sewer Connection Charge @ 1EDU \$ 2,500.00
- Contingency: \$ 1,500.00
- Total: \$ 11,500.00

Total estimated cost for both water and sewer is \$57,750.00

The Town Council has questioned if any suitable alternatives exist.

After a public sewer becomes available private septic disposal systems are not permitted by WPCA regulations Article IV item 4.1. This does not preclude the property owner from petitioning the DEEP for a single lot decentralized wastewater management district for the purpose of installing an alternative system. To the best of my knowledge the process is lengthy, requires a full soils investigation and an engineer's report. This avenue could easily exceed the estimated cost to connect to the public wastewater system and cannot be guaranteed to produce the desired results.

Developing a public water system for the property as a "Non-Community Water Supply" serving at least 25 non-residents at least 60 days out of the year is not likely for several reasons. The overriding fact that will not be overlooked is that the property is less than 300' immediately up gradient of a public water supply well that is known to not meet raw water standards as determined by the State Health Code.

- The property owner will be required to submit a "Certificate of Public Convenience and Necessity for a Community Water System" to the State Health Department. The engineering and geotechnical requirements could easily exceed the cost of a water main extension and cannot be guaranteed to produce the desired results.
- A private well permit cannot be granted as the property line is within 200' of a community water system, Section 19-13-B51m of the State Health Code.
- Future maintenance and operation costs of small public water systems are typically underestimated. We estimate the annual cost of providing water to be minimal on the order of \$200.00 per year

EAST HAMPTON TOWN COUNCIL

2nd Reading Policy

Page 1 of 1

- Purpose** In an effort to ensure that the members of the Town Council of the Town of East Hampton have ample time to review New Business and discuss it with their constituents, the Town Council of East Hampton, Connecticut adopts a 2nd Reading Policy. The Town Council also recognizes that some New Business may have an immediate nature and may allow waiver of this policy for those matters in accordance with the procedures of the policy.
- Scope** This Policy applies to all citizens, staff, organizations and entities who bring business before the Town Council of East Hampton, Connecticut.
- Policy** Action should be taken on items of New Business at the meeting where it is introduced only if it is of an immediate nature and if the Town Council has had sufficient materials and review time to feel comfortable in rendering a decision. All other New Business items will be discussed and then appear for decision at a subsequent Town Council meeting depending on priority assigned to them.
- Definitions** New Business - all matters brought before the Town Council for the first time in an effort to gain a form of action through a vote of the Town Council.
- Immediate Nature- requires a decision from the Town Council prior to their next regularly scheduled meeting.
- Procedure**
1. All business requiring a decision by the Town Council will be brought to the Town Manager's office.
 2. Business being reviewed by Town Council for the first time will be placed in the New Business section of the agenda. All previously reviewed but not voted on items will be placed in Old Business.
 3. During a normal Town Council meeting all items within the New Business section will be discussed and reviewed.
 - a. If an item is seen to be of an immediate nature a motion is made to exempt the item from the 2nd Reading Policy. The passage of the motion would allow Town Council to make a decision on New Business during the first reading.
 - b. If no immediate nature is present, then the item is tabled until the next meeting where it is placed in Old Business.
 - c. All Old Business is discussed for the second time at which point it is now eligible for a deciding vote.

TOWN OF EAST HAMPTON AGENDA REPORT

Agenda Item: 9E
Item to be presented by: Town Manager

DATE: September 11, 2012
SUBJECT: Road Improvements Project update
DEPARTMENT: Public Works

RECOMMENDED ACTION

None.

BACKGROUND

This year 5.5 miles of roads have been improved through full depth reclaiming, overlay, shimming and chip seal as follows:

Chip seal work performed using Capital Reserve Construction Services Chip Sealing funds - \$79,798 (1.19 miles)

Leveling shim course and double chip seal:

Knowles Road, Shad Row, Blacksmith Hill Road, and Shipyard Road

Chip seal:

Bates Drive

Triple chip seal using Capital Upgrade Unimproved Roads funds - \$53,800

The gravel section of Mott Hill Extension

Work performed under the 4-year Road Improvement Program (Bonded) \$772,300 (2.66 miles completed or scheduled to be completed this year)

Full depth reclaim: (Involves grinding the existing pavement and mixing with the existing subbase to a depth of 12", grading, compacting and paving with two 1.5" thick overlays.)

Fernwood Drive, Crestwood Drive, Chapman Road (between Fernwood and Crestwood), and Old Chestnut Hill Road

Overlay: (1.5" thick)

Bates Drive, and Birchwood Road

Work in process, not yet completed:

Full depth reclaim:

Country Lane – Scheduled for week of 9/10

Shimming and or overlay paving completed by Town forces paid from DPW funds for labor and materials (1.8 miles)

Stagecoach Run, sections of Long Hill Road, Keighley Pond Road and Lake Drive, Old Middletown Road, Commuter Parking Lot in the center of Town.

Town forces also completed the student drop off area on Bevin Blvd. for Center School. The cost of materials will be reimbursed by the BOE.

ALTERNATIVE ACTIONS

None

FISCAL IMPACT

All work was/will be paid for using budgeted funding.

PROACT, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT, hereinafter referred to as the "Agreement," is entered into this ____ day of _____, 2012, and shall be effective on _____ (the "Effective Date"), between ProAct Inc., (ProAct, Inc dba ProAct Pharmacy Services, Inc. in the State of CT) with offices located at 6333 Route 298 – Suite 210, East Syracuse, NY 13057, hereinafter referred to as "ProAct," and _____, hereinafter referred to as "Client," with offices located at _____.

WHEREAS, Client is a municipality organized under the laws of the State of Connecticut and desires to offer a pharmacy prescription drug discount card program providing for the dispensing of prescription drugs to Covered Persons at discount prices, and Client desires to engage ProAct to perform services relating to such a prescription Discount Card Program; and

WHEREAS, CLIENT is a current member in good standing, of the Connecticut Conference of Municipalities (CCM), the Marketing Agent for this program; and

WHEREAS, Covered Persons may obtain discount services through the ProAct Pharmacy Network at negotiated prescription drug prices; and

WHEREAS, ProAct will also provide additional discount price programs, including, but not limited to, Vision, LASIK, and Hearing.

NOW THEREFORE, in consideration of the mutual promises and agreement herein contained, Client and ProAct hereby agree as follows:

ARTICLE I DEFINITIONS

- 1.1 Covered Person.
"Covered Person" shall refer to those individuals and their dependents who are entitled to prescription discount card services through the Discount Card Program.
- 1.2 Discount Card Program.
The term "Discount Card Program" shall mean a discount program administered by ProAct where a Covered Person is entitled to pay for cash prescriptions at a discounted rate at pharmacies participating in the ProAct Pharmacy Network.
- 1.3 Implementation Date.
The Implementation Date shall be the date on which the Discount Card Program becomes effective.
- 1.4 ProAct Pharmacy Network.

The "ProAct Pharmacy Network" consists of a pharmacy network established by ProAct to provide covered prescription drugs and other products under the Discount Card Program.

ARTICLE II

DUTIES TO BE PERFORMED BY CLIENT

- 2.1 Covered Persons. ProAct will provide Discount Cards to all persons within the municipality of _____ that ProAct deems to be eligible to participate in the Discount Card Program. Client understands that the Discount Card Program will be exclusively offered through the ProAct Pharmacy Network.
- 2.2 Transaction Charges. The ProAct Pharmacy Network is responsible for any applicable transaction charges associated with the submission of claims. Such charges are to be deducted from the claim reimbursements to the ProAct Pharmacy Network.
- 2.3 Pharmacy Network Administration. The ProAct Pharmacy Network and contracting pharmacies are responsible for all Pharmacy Network Administration fees. Such charges are to be deducted by ProAct from the claim reimbursements due to the ProAct Pharmacy Network as determined by ProAct.

ARTICLE III

DUTIES TO BE PERFORMED BY PROACT

- 3.1 Hours of Service. ProAct shall provide an 800 Help Line which shall be available to Client and the ProAct Pharmacy Network during ProAct's regular hours of business. These hours shall be Monday through Friday, 7:00 am to 7:00 pm and Saturday, 8am to 4:30pm Eastern Standard Time (EST) and Eastern Daylight Time (EDT). These hours do not include national holidays, and may be altered at any time. It is agreed, however, that Client and the ProAct Pharmacy Network shall be notified of any changes to schedule of business hours.
- 3.2 Confidential Covered Persons Information. All Covered Persons information relating to covered drugs prescribed by a physician, and other records identifying Covered Persons, shall be treated as confidential except to the extent that disclosure may be required pursuant to state or federal laws or regulations or as may be permitted by Client.
- 3.3 HIPAA Compliance. For the purposes of this Agreement, ProAct agrees that ProAct is deemed to be Client's "Business Associate/Clearinghouse" as the terms are defined in the Privacy Standard of the Federal Register, published on December 28, 2000. ProAct agrees to comply with all applicable regulations published pursuant to the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, (referred to in this Agreement as "HIPAA"), prior to the effective enforcement date of each standard. In addition, without limiting any other provision of this Agreement:
 - a. all services provided by ProAct under this Agreement will be provided in such a manner as to enable Client to remain at all times in compliance with all HIPAA

regulations applicable to Client, to the extent that Client's compliance depends upon the manner in which such services are performed by ProAct; and

- b. all software, application programs and other products licensed or supplied by ProAct under this Agreement will contain such characteristics and functionality (including as applicable, but not limited to, the ability to accept and securely transmit data using the standard HIPAA transaction sets) as necessary to ensure that Client's use of such software, application programs and other products and associate documentation from ProAct will fully comply with the HIPAA regulations applicable to Client.

In the event any amendment to this Agreement is necessary for Client to comply with the HIPAA regulations as they relate to this Agreement or its subject matter, including, but not limited to, requirements pertaining to Business Associate agreements, Client and ProAct will negotiate in good faith to amend, and will amend, this Agreement accordingly, such amendment to be effective prior to the date compliance is required under each standard of the HIPAA regulations.

- 3.4 Vision, Hearing, and LASIK. Above and beyond the Discount Card Program, ProAct, Inc. will provide access to discounted vision, hearing and LASIK services. These services and any future discount services will be provided at no cost to the Client.

ARTICLE IV RECORDS

- 4.1 Maintenance of Records. ProAct shall maintain, in the original form or other media, information received from the ProAct Pharmacy Network. Upon notification to ProAct, Client shall have access to such records during normal business hours.
- 4.2 Ownership of Records. All information obtained by ProAct shall be the property of ProAct. These records shall remain accessible for examination and audit by Client for six (6) years after the date of payment of claims, upon prior written notice, at reasonable intervals during the regular business hours of ProAct.

ARTICLE V ASSIGNMENT

- 5.1 Assignment by Client. Client may not assign this Agreement or any portion thereof to any service or organization without first having obtained prior written consent of ProAct, which consent shall not be unreasonably withheld.
- 5.2 Assignment by ProAct. ProAct may not assign this Agreement or any portion thereof to any service or organization without first having obtained prior written consent of Client, which consent shall not be unreasonably withheld.

ARTICLE VI HOLD HARMLESS

- 6.1 Indemnity by ProAct. ProAct shall indemnify and hold harmless Client, and its employees and other agents, from and against any claims, liabilities, damages, judgments or other losses (including attorneys' fees) imposed upon or incurred by them arising out of or as a result of any acts or omissions of ProAct, or its officers, directors, employees or other agents, in connection with the performance of any of their respective obligations under this Agreement.

ARTICLE VII REBATE ADMINISTRATION

- 7.1 Rebate Disclosure. As constituted, the Discount Card Program will not qualify for rebates from drug manufacturers.

ARTICLE VIII GENERAL PROVISIONS

- 8.1 Use of Software. Client acknowledges that ProAct asserts ownership of the entire software system used by ProAct in processing Claims and preparing reports including computer programs, system and program documentation, and other documentation relating thereto, and that such software system is the exclusive and sole property of ProAct. Client disclaims any rights to the system, reports, procedures or forms developed by ProAct.
- 8.2 Waiver. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any subsequent breach of any term or condition hereof.
- 8.3 Severability. If any provision of this Agreement shall be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 8.4 Choice of Law. This Agreement shall be construed, interpreted, and governed according to the laws of the State of Connecticut.
- 8.5 Force Majeure. Neither ProAct nor Client shall be liable for a failure or delay in performance hereunder arising from acts of God, acts of a public enemy, acts of a sovereign nation or any state or political subdivision or any department or regulatory agency thereof or entity created thereby, acts of any person engaged in a subversive activity or sabotage, fires, floods, earthquakes, explosions, strikes, slow-downs, lockouts or labor stoppage, or freight embargoes, unless caused by either party.
- 8.6 Entire Agreement. This Agreement and the exhibits identified below contain the entire agreement of the parties hereto and supersede all prior agreements, representations and understandings, whether written or oral, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
- 8.7 Notice. Any notice required or permitted by this Agreement, unless otherwise specifically provided for in this Agreement, shall be in writing and shall be deemed given

three (3) days after the date it is deposited in the Client States mail, postage prepaid, registered or certified mail, or hand delivered addressed as follows:

To ProAct: David B. Warner, President
6333 Route 298 – Suite 210
East Syracuse, NY 13057

To Client: Office of the Town Manager
Town of East Hampton
20 East High Street
East Hampton, CT 06424

AND

Office of Youth and Family Services
Town of East Hampton
20 East High Street
East Hampton, CT 06424

To CCM: Gina Calabro, Director of Members Services and Marketing
900 Chapel Street, 9th Floor
New Haven, CT 06510

- 8.8 Use of Name. Neither party shall use the other party's name, trade or service mark, logo, or the name of any affiliated company in any advertising or promotional material, presently existing or hereafter established by Client, except in the manner and to the extent permitted by prior written consent of the other party.
- 8.9 Independent Contractors. Client and ProAct are independent entities and nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement is intended to be construed, or be deemed to create, any rights or remedies in any third party, including but not limited to an Eligible Member.
- 8.10 Consent to Amend. This Agreement or any part or section of it may be amended at any time during the term of the Agreement by mutual written consent of duly authorized representatives of ProAct and Client.
- 8.11 Headings. The headings of articles and sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 8.12 Compliance with Laws and Regulations. This Agreement will be in compliance with all pertinent federal and state statutes and regulations. If this Agreement, or any part hereof, is found not to be in compliance with any pertinent federal or state statute or regulation,

then the parties shall renegotiate the Agreement for the sole purpose of correcting the non-compliance.

- 8.13 Protection of Confidentiality and Programs. ProAct agrees to ensure the confidentiality of all information obtained from Client including but not limited to: financial, utilization, or any other information related to the delivery of health care. Information may be used in a blinded, cumulative manner by ProAct for general plan performance comparisons.

ARTICLE IX EXCLUSIVITY

- 9.1 Client agrees that, during the term hereof, ProAct shall be the sole and exclusive agent for the purpose of administration of Client's discount pharmacy services program to its Covered Persons, as described herein.

ARTICLE X TERM AND TERMINATION

- 10.1 Term. This Agreement shall become effective on the Implementation Date for a term of one (1) year and thereafter shall continue in effect for additional one (1) year terms unless terminated on its anniversary date by either party by certified or registered mail at least sixty (60) days prior to such date. Termination shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination.
- 10.2 Termination. This Agreement may be terminated at any time by either party for failure to comply with any terms or conditions herein stated or for any other just and sufficient cause provided, however, that sixty (60) days' written notice of such failure shall be given to the offending party and such party shall have the opportunity to cure such noncompliance during such sixty (60) day notice period.
- 10.4 Immediate Termination. This Agreement may be terminated by either party upon written notice to the other party in the event: the other party makes an assignment for the benefit of creditors, files a petition of bankruptcy, is adjudicated insolvent or bankrupt, has a receiver or trustee appointed for a substantial part of its property, change of ownership, membership in CCM is terminated, or has a proceeding commenced against it which will substantially impair its ability to perform hereunder.

The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assignees. This Agreement constitutes the entire understanding between the parties hereto.

PROACT, INC.

MUNICIPALTY:

SIGNATURE

TITLE

TITLE

DATE

DATE

Addendum to the Agreement

It is expressly agreed and understood between the parties that the Client Town will not collect, acquire, store, maintain or disseminate information subject to HIPAA under this Agreement. Further, the only role of the Client Town is to publicize the Discount Card Program using the materials provided by ProAct.

CONNECTICUT DEPARTMENT OF TRANSPORTATION
OFFICE OF ENGINEERING SERVICES
PROJECT DEVELOPMENT UNIT
PROJECT NO. 41_H001
CHRISTOPHER BROOK CULVERT REPLACEMENT
UNDER NORTH MAIN STREET
TOWN OF EAST HAMPTON

PROJECT SUMMARY REPORT

Date: 8/30/2012

INITIATION:

The Town of East Hampton, through the Midstate Regional Planning Agency, submitted an application to ConnDOT for roadway improvements under the STP urban program. The proposed project is located on North Main Street at the Christopher Brook crossing. The proposal includes replacing the existing three)pipe cross culvert system which conveys Christopher Brook under North Main Street with twin box culverts to address structural and hydraulic deficiencies. This project is considered a capital improvement with a reimbursable funding split of 80%Federal, 10% State, and 10% Town. Preliminary design plans have been submitted along with the town's application.

SCHEDULE:

Public Informational Meeting	October 2012
Final Design Plans	May 2014
Advertise	July 2014
Begin Construction	September 2014

EXISTING CONDITIONS:

North Main Street is a two lane urban collector that travels along the west side of Lake Pocotopaug from Route 66 to Lake Side Drive. The roadway width is approximately 26 feet at the Christopher Brook culvert crossing. A skewed composite concrete and masonry parapet is located on the east side of the road with guiderail on the west side. There is also a wood pedestrian bridge located on the east side of the parapet wall with approximately 1 foot of clearance above the brook which connects the concrete sidewalks on either side of the brook. There is very mild horizontal and vertical roadway curvature at the culvert crossing, with a roadway sag point located roughly 45 feet north of the culverts.

Flooding has been reported at this location, causing roadway closures. This is a primary route for school buses and emergency vehicles, and the shortest detour around the lake in the event of a roadway closure is nearly 5 miles.

Roadway: The existing roadway pavement over the Christopher Brook culverts is in poor condition with evidence of settlement patches, longitudinal cracking, and alligator cracking. The skewed parapet/end wall creates a widened area of pavement and non)standard angle relative to the travel way. Currently there is bituminous concrete curbing used within the project limits.

Drainage: The existing crossing consists of three 24" corrugated metal pipes, of which one has collapsed and the other two are in poor condition, based on reported inspection of the visible ends of the pipes. The inlets are projecting beyond the inlet end wall and are submerged. A drainage review was performed by CLA Engineers for the town, which identified a drainage basin size of roughly 496 acres of woods, grasslands and residential areas, including a 48 acre swampy area that provides natural detention. The detention area provides significant attenuation of the peak discharge at the North Main Street crossing. The drainage review determined that the tailwater produced by the water surface elevation of Lake Pocotopaug, and the low available head at the inlet due to the low roadway elevation, controls the culvert capacity to a great degree. The roadway currently floods to depths of approximately 6" to 9" in large storm events.

The roadway drainage system consists of four catch basins, two on each side of the brook, which outlet through the culvert wing walls at the outlet.

Land use: Christopher Brook discharges into Lake Pocotopaug. The area surrounding the lake is primarily residential with some commercial development. On the southeast side of the project is a marina and Sears Park, a 3) acre town)owned park immediately south of the marina. The west side borders residential properties. Open space and wetlands are located further west of the project site. There is a sanitary sewer pump station located on the northwest corner of the project.

Safety: Guide rail is located on the west side of the roadway at the Christopher Brook crossing. Guide rail end treatments are sub)standard. Sight line appears adequate for the location.

Traffic/Pedestrian data: This portion of North Main Street carries approximately 6100 vehicles per day. The posted speed limit is 30 mph. Based on the 3)year accident data from 2007 to 2009 inclusive, there have been three accidents located near the project site. Two rear ends and one fixed object with no particular patterns are indicated. No injuries were reported. There were no accidents reported involving pedestrians or bicycles. An existing concrete sidewalk exists along the east side of the roadway within the project limits. A 5 foot wide wood pedestrian bridge conveys the sidewalk over the Christopher Brook on the east side of the parapet.

Utilities: Underground utilities are present within the project limits, consisting of forced and gravity sanitary sewer mains. The utility companies with aerial facilities in the area of the proposed project are, Comcast of Connecticut, AT&T Connecticut, and Northeast Utilities. No utility upgrades are planned within the next 5 years.

Environmental: According to the natural diversity data base there are species of special concern within ¼ mile of the project limits. A FEMA Flood Hazard Zone encompasses the project site along Christopher Brook. Lake Pocotopaug is on the Connecticut 303(d) list of impaired waters.

PROPOSED IMPROVEMENTS:

Roadway: The proposed improvement includes the installation of twin 2' x 6' concrete box culverts to convey Christopher Brook. Concrete end walls and wing walls will be installed. The proposed culverts are shallow, and embedding deeper culvert sections does not appear feasible due to the underground sanitary facilities. The roadway will be reconstructed for a total of 188 feet at a uniform 26 feet wide. The new culvert system will accommodate a section of new 5 foot concrete sidewalk and 6" concrete curbing immediately adjacent to the roadway, which will replace the existing wood bridge. There are no proposed changes to the vertical or horizontal geometry. A minor 6" increase in the roadway grade was considered in conjunction with a smaller waterway opening, but this was rejected in favor of providing the proposed twin culverts. The roadway structure will consist of 4" of HMA on 6" of Processed Aggregate Base on 10" of Subbase. This will meet the 20 year pavement design requirements. New bituminous curbing will be installed to replace the existing curbing that will be removed during construction.

Traffic: A review of traffic signs should be performed during design and signs installed or upgraded as needed.

Rights of Way: Rights of way will be required from one property to the northeast (just south of the town's pump station). A DROW and temporary work area are anticipated. Property has been acquired by the town on all other parcels in anticipation of this project.

Drainage: No new drainage is proposed. The four existing catch basin tops will be reset as required, and the existing wingwalls that support the two outlets are proposed to remain in)place.

Constructability: For estimating purposes, it was assumed that the proposed method using concrete blocks and sandbags on the upstream and downstream ends of the work area will be a feasible means of accommodating dewatering and excavation. The consultant has had recent experience in successfully employing this technique. Additionally, the town indicated that a private land owner controls the lake outlet elevation, and typically lowers the lake water surface elevation in August. Recreational traffic is also reduced at that time. Therefore, an August construction window for the culvert installation is proposed to greatly reduce water handling and requirements. Temporary water handling pipes are proposed to be installed during

construction to convey any base flow to the existing drainage system on the south side of the crossing. The temporary pipes will be removed upon completion of the box culvert installation.

For maintaining at least one)way alternating traffic during construction, it is assumed a short run of sheeting will be required, with temporary barrier curb, and the cost of these items was included. It may be feasible to accommodate a 5' – 6' depth of excavation adjacent to a temporary travel path while installing the first culvert sections without sheeting; a minor increase in culvert length could facilitate this.

Safety: With the installation of the concrete box culvert the frequency of roadway overtopping should be reduced thereby improving roadway operation and safety. The guiderail will be updated the correct length of need and proper end treatments will be installed. It is noted that no parapets are proposed, and the proposed guide rail is in close proximity to the proposed wing walls. A minor increase in overall culvert length could better accommodate the required guide rail protection within its design deflection distance.

Pedestrian/Bicycle: The existing conditions will be maintained for pedestrian and bicycle traffic.

Utilities: No permanent utility relocations are anticipated. The existing sanitary sewer mains located under the Christopher Brook culverts are proposed to remain in)place and be protected during construction. However, the downstream end sections of culvert must be installed below existing aerial utility lines. Provisions may be required for shielding or temporarily relocating those lines, depending on the type of equipment required for the culvert installation.

Environmental: During the field investigation the water levels on both sides of the culvert appeared to be at the lake level or be back flowing from the lake. It was noted at the application review meeting by the town that in order to aid in water handling the lake may be lowered during the culvert installation. An Inland Wetlands permit has been approved and Flood Management Certification is not required.

DESIGN ELEMENTS:

Roadway Classifications: North Main Street – Urban Collector

Standards Utilized: Connecticut Highway Design Manual – 2003; Improvement Type: Spot Improvement, Evaluated under 3R Criteria – Suburban Development.

Posted Speed Limit: 30 mph

Design Speed: 35 mph

ADT: 6100 vpd

Design Standards:

<i>Element</i>	<i>Existing</i>	<i>Standards</i>	<i>Proposed</i>
Travel Lane Width	11'-12'	10'-12'	10'
Shoulder Width	2'	2'-8'	3'
SSD	>250'	250'	Existing
Minimum Grade	1.6%	0.5%	Existing

Design Exceptions: No design exceptions will be required.

IMPACTS:

- *Environmental Compliance* – A Task 100 screening was not performed, though no contaminated materials involvement is anticipated.
- *Environmental Permits Required* – An Inland Wetlands permit.
- *Maintenance and Protection of Traffic* – Traffic will be maintained throughout construction with at least alternating one)way operations.
- *Utilities* – sanitary sewer mains will remain in place and be protected during construction; aerial utilities may require shielding and/or temporary relocation for installing culvert sections directly below them.
- *R.O.W.* – 1 temporary work area and 1 permanent DROW will be required on one property.
- *Historical Resources* – No anticipated effects.

PRELIMINARY COST ESTIMATE: /FUNDING ISSUES:

The Department's Project Development Unit has estimated the cost of the project phases as follows:

Funding Shares: 80-10-10

	Federal	State	Municipal	Total
Preliminary Eng. Phase				
PE(Oversight)	\$100,000	\$12,500	\$12,500	\$125,000
Rights of Way Phase				
ROW	\$8,000	\$1,000	\$1,000	\$10,000
Construction Phase				
Contract Items	\$223,200	\$27,900	\$27,900	\$279,000
Incidentals	\$56,000	\$7,000	\$7,000	\$70,000
Contingencies	\$22,400	\$2,800	\$2,800	\$28,000
Total Const.	\$301,600	\$37,700	\$37,700	\$377,000
TOTAL SHARES	\$409,600	\$51,200	\$51,200	\$512,000

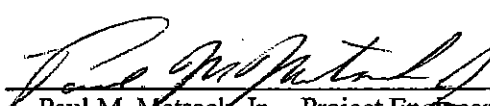
Funding/ Public Involvement: It is anticipated that funding for this project will use 80% Federal STP-Urban monies, 10% State and 10% Municipal monies for all project phases. In the interest of expediting the time-sensitive culvert replacement, the Department has agreed to allow the town to complete the started design without reimbursement of preliminary engineering (PE) costs. There will still be a PE phase for state oversight costs. Any qualified cost over runs would be covered with Federal (80%), State funds (10%), and Town funds (10%), except that the town's liability for all approved and participating construction costs will be capped at the time of low bid.

The State will administer the ROW phase of the project.

The town will administer the construction phase of the project, and they will have to commit (bond) 100% of the project cost prior to advertising. The town will also advertise the project. The town may perform the construction inspection with its forces, or utilize consultant inspection services, which must be selected through the Qualification Based Selection (QBS) process to qualify for reimbursement. Under these scenarios the town would qualify to be reimbursed for inspection costs at the above percentages.

Upon completion of the Scope Confirmation Meeting, the town should begin the public involvement process, including an informational meeting. Upon completion of this process and a two week public comment period, the town must provide a written resolution of support for the project to ConnDOT Project Development Unit.

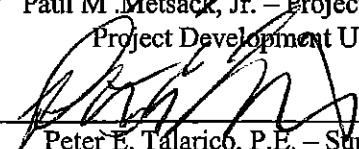
Submitted By:


Paul M. Metsack, Jr. - Project Engineer
Project Development Unit

DATE

8/30/12

Reviewed By:


Peter E. Talarico, P.E. - Supr. Engineer
Project Development Unit

DATE

8-30-12

Nancy Hasselman, CCMC
Collector of Revenue
Town of East Hampton

September 7, 2012

To: The East Hampton Town Council

Please find copies of tax refunds for your review. The total refunds equal \$2,375.90.

Thank you for your assistance.

Nancy Hasselman CCMC

Nancy Hasselman, CCMC
Collector of Revenue

0.0
23.45
14.68
13.92
21.66
31.37
34.25
12.00
25.86
232.72
25.68
32.93
33.03
104.85
107.60
108.05
112.42
115.56
11.16
25.58
61.24
4.62
35.67
82.84
12.99
5.48
77.91
88.29
210.48
28.69
12.99
4.40
2.16
179.37
127.57
20.96
69.08
23.76
12.52
13.01
100.00
79.99
5.32
29.79
2,375.90 *